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COL. ALEXANDER'S TENDER No. 1.

ROBERT ALEXANDER'S SCHEME FOR THE CONSTRUCTION OF A SHIP CANAL FROM LAKE ONTARIO THROUGH ASHBRIDGE'S BAY INTO TORONTO HARBOR, THE FORMATION OF A HARBOR OF SAFETY, THE CONSTRUCTION OF DOCKS AND WHARVES IN ASHBRIDGE'S BAY, AND THE RECLAMATION OF THE LOW LANDS ABOUT THE SOUTH OF THE DON RIVER, THE EAST END OF TORONTO BAY AND IN ASHBRIDGE'S BAY, KNOWN AS THE MARSH.

The scheme presented herewith, when carried out, will completely abate the nuisance at present existing in connection with the Marsh and Ashbridge's Bay, and provide the City of Toronto with a ship canal 300 feet wide, 15 feet deep, and extending from Parliament Street easterly about 17,000 feet into Lake Ontario. There will be about 366 acres covered with water 15 feet deep, including a harbor of safety, 230 acres in extent. There will also be made and reclaimed about 700 acres of land in the Marsh, not including the lands on the north side of the 300-foot channel, belonging to private owners, and the City will gain about six miles of additional available dock and wharf frontage.

The proposed works and improvements consist of the following principal items, as shewn on the Plan "B" forming part of the specification:

The construction of a sheet-piled breastwork of the description and character shewn on the tracing hereto annexed, marked "A," in the following places:

(1) On the north side of the 300-foot channel, shewn on Plan "B" forwarded herewith, from Parliament Street easterly to the west side of the new Don channel, continued southerly to said 300-foot channel.

(2) On the north side of the said 300-foot channel, from the east side of the said continuation of the new Don channel to the jetties connecting said 300-foot channel with Lake Ontario, as shewn on Plan "B."

(3) On the westerly side of said 300-foot channel commencing at the easterly end thereof, from the jetty connecting same with the waters of Lake Ontario; thence northerly and westerly along the westerly and southerly shores of Ashbridge's Bay to the west end of said bay; thence northerly across the west end of said bay to the south line of said 300-foot channel, opposite the west line of the Don River Improvement continued southerly, as above mentioned, including the slips at the west end of said bay shewn on Plan "B;" thence westerly along the south side of the said 300-foot channel to the line shewn on Plan "B," as the boundary line of City property; thence southerly along the said boundary line to the harbor works at the Eastern Gap.

(4) Also around the block of land shewn on Plan "B" on the south side of the 300-foot channel, and east of the Don River Improvement continued southerly, having a width of 600 feet and length of about 7,800 feet.

(5) The construction along the shore of Lake Ontario, from the Government harbor works at the eastern entrance to the Toronto Bay, and then easterly to connect with the jetties at the east end of the 300-foot channel, a distance of about 13,800 feet, of such a stone rip-rap or wooden breakwater, and with or without groynes, as may be decided upon by the Commissioners hereinafter mentioned, and as may be necessary for the protection of the permanent improvements on Ashbridge's Bay, shewn on Plan "B."

(6) The construction of jetties from the easterly end of the 300-foot channel out into Lake Ontario, into water at least 20 feet deep, to be approved of by the Chief Engineer of the Public Works Department of Canada.

(7) The excavation of all slips and water ways, shewn on Plan "B," including the said 300 foot channel, to a depth of not less than 15 feet below zero, and the filling in and reclamation of all land shewn on said Plan "B," south of the said 300-foot channel, and the raising of the same to a level not less than 6 feet above zero.

(8) The filling in of all low and marsh lands on the north side of the said 300-foot channel, including all streets and lanes, and raising the same to a level of 6 feet above zero, or to such other level as may be established by the City Engineer.

(9) The construction of a steel swing bridge crossing the 300-foot channel, at or near Cherry Street, suitable for railway, street railway, vehicle and foot passenger traffic; also a steel swing bridge crossing the 300-foot channel at or near Leslie Street or McGee Street to the strip of land in Ashbridge's Bay, shewn on Plan "B," suitable for street railway, vehicle and foot passenger traffic.

2. All the above works to be carried out according to the plans and specifications forwarded herewith, or such modification thereof as may hereafter be agreed upon, and upon the terms and conditions hereinafter set forth.

3. The work is to be carried on practically in the following order:

(1) The work of piling, dredging and filling will be commenced at the east side of the proposed continuation southerly of the Don River Improvement, and on the north side of the 300-foot channel, and continued thence easterly to the jetties at the eastern or lake entrance of the proposed ship canal, and simultaneously the works will be carried on the north side of the 300-foot channel from the west line of the Don River Improvement continued southerly to the said channel westerly to Parliament Street. Simultaneously with the commencement of these works the Corporation of the City of Toronto shall make connection with them on the north side of the 300-foot channel for the continuation southerly of the Don River Improvement to connect therewith so that there may be no hindrance to the filling in of the lands lying north of the 300-foot channel, on both sides of the said Don River Improvement.

(2) So soon as the 300-foot channel shall have been piled on the north side and excavated to the width of not less than 100 feet from Parliament Street to Lake Ontario the work on the eastern jetty will be commenced and carried out to a depth of 20 feet of water with the least possible delay, according to plans to be approved by the Chief Engineer of the Public Works Department of Canada, as above provided.

(3) Piling, dredging and filling will next be commenced on the south side of the 300-foot channel at the point where the east line of Parliament Street continued southerly would intersect the same and be carried on easterly along the south side of the said 300-foot channel to a point on a line with the west side of the Don River Improvement continued southerly, thence southerly 600 feet; thence westerly 1,500 feet, as shewn on Plan "B."

(4) Commencing at a point on the east line of the Don River Improvement continued southerly, and on the south side of said 300 foot channel; thence easterly along the south side of said 300-foot channel, a distance of about 7,800 feet; thence around the point of the strip of land shewn on the Plan "B" in Ashbridge's Bay, about 600 feet; thence westerly about 7,800 feet to a point on the line of the east side of the Don River Improvement continued southerly as aforesaid; thence northerly along the said line about 600 feet to the place of beginning, thereby forming the strip of land 600 by 7,800 feet, shewn on Plan "B." Simultaneously with the above will be carried on the work commencing at the shore end of the west jetty, and running thence northerly and westerly along the south shore of Ashbridge's Bay, as marked on the Plan "B," a distance of about 2,400 feet to a point westerly of the east end of the said strip of land above mentioned.

(5) The stone rip rap, wooden breastworks, groins or such other works as it may be necessary to construct on the Lake Shore, between the Government Harbor Works at the eastern gap, now forming the eastern entrance to Toronto harbor, and the eastern entrance to the ship canal, shall be carried on as expeditiously as possible, and as occasion may require.

(6) After the completion of the east jetty the work on the west jetty at the lake entrance to the ship canal shall be carried on without unnecessary delay.

(7) All other works, including the piling and filling of the reclaimed lands, the deepening and widening of the channels and water ways, and the formation and completion of the Ash-

bridge's Bay, shewn on the Plan "B," shall be carried on when and as occasion may require, and as the same may be necessary for the abatement of the nuisance existing in Ashbridge's Bay.

(8) The bridges will be built as soon as required.

(9) The improvement at the east end of Toronto Bay and west of the Government breakwater will be carried on as occasion may demand.

(10) The whole of the works and improvements shewn on the plan, and included in this scheme, to be commenced within ten days after the execution of the contract and completed within ten years, or such shorter time, as the Contractors may see fit, from the commencement of the work.

(11) The work shall be carried on so as to complete not less thon one-tenth of the whole work in each year, but it is to be optional with the Contractors to complete the work in such shorter time, as they may see fit.

4. The proposed works and improvements shall be carried out under the direction and subject to the approval of the Chief Engineer of the Department of Public Works of Canada, the City Engineer of the City of Toronto, and an Engineer to be named and approved by the Contractors, who are herein called Commissioners, and the said three Engineers shall have power to appoint such Engineers or Inspectors as they may think necessary to secure the proper carrying out of the contract, and in the event of any dispute arising respecting the terms of the said contract or the proper carrying out of the same, then and in every such case the decision of a majority of the said three Engineers, expressed in writing over their hands, shall be final and conclusive respecting any such dispute.

5. All machinery and plant required and used in connection with the carrying out of said improvements and works shall be purchased or constructed in the City of Toronto, when practicable, and no laborer employed upon said works shall be paid at a less rate than fifteen cents per hour, and bona fide citizens of Toronto, when available, shall be preferred to non-residents.

6. The Corporation of the City of Toronto and private property owners shall join in all such applications as it may be necessary to make to the Government of Canada, or the Parliament thereof, or the Government of Ontario, or the Legislative Assembly thereof, for the legislation or otherwise to enable the contractor to carry out the proposed improvements and works in accordance with said plans marked "A" and "B," respectively, and specifications forwarded herewith, or such modifications thereof as may hereafter be agreed upon by the three Engineers herein mentioned.

7. The Contractor shall have the free and full use of all works heretofore constructed by the Government of Canada within the limits of the lands, and lands covered with water, comprised in the letters patent granted by Her Majesty to the Corporation of the City of Toronto, dated the 18th day of May, 1880, and the 17th day of April, 1882, without charge or cost to him.

8. Any buildings or other erections made upon the reclaimed lands, and all plant and machinery used in connection therewith, shall be exempt from assessment and taxation for a period of ten years from the erection thereof, as shall also all railway improvements, including right of way, and no parts of the said lands shall become liable to assessment or taxation until the same shall have been reclaimed and occupied, and there shall not at any time be any assessment of, or any taxes rated upon any portion of the lands covered with water, and used as slips, basins or harbors.

9. Should the City desire to do any work in connection with sewers, etc., the Contractor shall not obstruct the carrying out of such work, and shall make no claim for detention or loss occasioned by, or in connection with such work, and all due diligence shall be used in carrying out such works by the City.

10. To ensure the due fulfilment and proper carrying out of the work, as well as the cost of keeping the same in good repair during the term specified in the contract, the Contractor shall, before commencing the work, deposit with the City a good and sufficient bond conditional to any amount which may be required, and to the satisfaction of the City, to be held by the City as security for the proper carrying out of the works.

11. The Contractor to pay all claims in respect of all land not City property, necessary for the proper carrying out and ultimate completion of this scheme, and to assume all liability for

all expenses, damages or costs that may arise in connection with the work, or the carrying out thereof, and to indemnify the City against the same.

12. No harbour or other fees or dues for the use of the entrance piers, harbor or channels leading thereto to be charged by the Contractor against any description of steam or sailing vessels, or small craft plying for pleasure or profit upon the waters or channels leading to Ashbridge's Bay, nor shall any license or charge be made against any fishermen or sportsmen using such waters or channels, and tolls shall not be charged on bridges; but the Contractor and private owners of wharves may charge wharf rates for the use of any wharves constructed therein. No wharves shall be constructed in the said 300-foot channel without the consent of the City Council on the recommendation of the Commissioners. The Contractor will not be allowed to erect any building or buildings on the east and west entrance piers for any purpose whatsoever.

13. A channel of not less than 100 feet in width by 10 feet in depth (on line of 300-foot channel, and being the northerly 100 feet thereof) must be excavated throughout from Toronto Bay to a point opposite Leslie Street, within two years after the execution of the contract.

14. The bottom of the 300-foot channel, and all other channels, must be left, when completed, as smooth as practicable, and to the full depth as before specified.

15. The Contractor will provide, at his own expense, borrow pits, if required, from which to obtain the amount necessary to complete filling required. Should the Contractor, however, desire to deepen the Bay to a greater depth than 15 feet he may do so, provided he does not approach within 75 feet of the toe of any of the piling or crib work, the Commissioners to determine the depth below 15 feet to which the Contractor may excavate.

ENTRANCE PIERS.

16. Entrance piers are to be constructed at the eastern entrance at "Coatsworth's Cut," or at such other point as the Commissioners may direct, and to the satisfaction of the Chief Engineer of the Public Works Department of Canada.

17. Mooring Posts, of white oak or rock elm, 10 feet long, and 16 inches in diameter, are to be placed in the piers from 40 to 50 feet apart, or at such other distances as may be subsequently determined. They must pe properly dressed, covered on top with a cast iron cap piece notched at bottom to receive cross pieces 5 feet long, be fastened to the cross ties with screw bolts of 1¼ inches round iron, and be otherwise secured as directed, placed so as to stand 18 inches over the top covering.

18. The sides of all the superstructures must be hewn down neatly, and everything done that is necessary (althouth not herein particularly mentioned) to place the whole in a finished and satisfactory condition.

PILING.

19. All piling, etc., both as to material, quality, length, size and driving must be to the entire satisfaction of the Commissioners, and when, in their opinion, by reason of the nature of the material, bottom or other cause, the piles would not accomplish satisfactorily the object intended, then properly constructed cribs must be used in their place, or some other approved construction adopted satisfactory to the Commissioners.

20. The piles shall be cedar, live, sound and straight, and free from all projecting knots, of suitable lengths, and nine inches across at the small end. They shall be free from all injurious defects, and shall be inspected by the Commissioners, or by an Inspector appointed by them, and all defective piles shall be at once removed from the works. Piles shall be flatted on the two sides when necessary; the flatted sides shall be cut parallel and carried down as far as 12 inches square will go; they shall be driven plumb, and in good alignment, making a close, tight joint, and shall be driven so that not more than 12 inches need be cut from their top. The top of piles when driving shall be protected by a heavy iron ring to prevent injury to the pile, and when, in the opinion of the Inspector in charge, it is necessary, they shall be shod with an iron shoe; when this is not necessary, they shall be slightly pointed, the end of the pile to be blunt. No pile shall be driven less than 10 feet below the bottom level of the channel.

21. Channel Piles.—All piles injured by driving or found defective or unsound at the time of driving or afterwards, shall be removed and replaced by sound piles.

22. ANCHOR PILES.—Anchor piles shall be driven as shewn with an angle of fifteen degrees from the vertical; the length shall be the same as channel piles before specified; shall be secured to channel piles at lower lines of walings, with one inch rag bolts twenty inches long.

23. Anchor piles must be fixed and secured before filling at back of channel piles. The Contractor will fill in all open spaces between piles by driving pine sheet piles of the necessary thickness to fill the opening longitudinally and transversly.

24. WALINGS.—Rock elm waling pieces 12 by 8 inches shall be provided and placed on the inside of piles, as shewn on Plan marked "A," piles to be prepared to receive the walings. No open space will be allowed between the wales and piles; walings to be bolted to piles as shewn. The bolts to be placed one in each pile, and three-fourths of an inch in diameter, with solid heads, thread machine cut and provided with nuts and heavy wrought iron washers. The washers at joining of wales to be 5 inches in diameter. Walings to be scarfed at joinings and joints broken. The lower line of walings shall be placed at zero level of the lake, inside the piles, with a bolt through each pile, and a rock elm cap shall be secured to top edge of superstructure, with 1-inch rag bolts 20 inches long as shewn.

25. Threads in rods and nuts to be machine cut, the rod to fit tightly into nut. All rods and nuts with imperfect threads shall be rejected. The washers to be heavy wrought iron.

26. All piles shall be marked before driving is commenced, and in no case shall they be cut off before the limit of resistance is approved by the Inspector.

FILLING.

27. The filling on the north side of the channel must be made of the material to be found in the excavation, and must be deposited in such a manner as will avoid leaving holes for the lodgment of water. Due allowance must be made for shrinkage, so that the material when consolidated may conform to the lines and grades laid down by the City Engineer.

28. Mooring posts will be required at intervals of 150 feet along channel and breastwork, where required by the Commissioner; detailed plans for construction of the same will be supplied as the work proceeds.

REMOVAL OF CRIBS

29. The Contractor will remove the water pipe and inlet crib now situated off Gooderham's wharf, and replace or renew same in such a manner and locality as shall be acceptable to the Harbor Board, and as the above firm may require, and to their satisfaction. The City to be at no cost whatever in this connection.

30. The Contractor will, at the cost of the City, make provision for outlets for sewers on lines of existing streets terminating at present water front. Plans will be furnished by the City Engineer, and the works to be carried out in conformity therewith.

LAKE PROTECTION.

31. The Contractor will be required, at his own cost and expense, to keep in good order and condition the whole of the work (including entrance piers, lake protection, piling, wharves, etc.), and to repair the same to the satisfaction of the Commissioners, whenever notified by them that repairs are needed, for and during the term of five years from the date of the completion and acceptance thereof, and leave same in good repair at end of said term, and in case the Contractor fails or neglects to make any repairs herein provided for on written notice from the Commissioners so to do, and within the period and in the manner required thereby, then and in every such case the same may be made by the Commissioners at the expense of the Corporation of the City of Toronto, and the cost thereof may be recovered from the Contractor and his sureties by said Corporation in any Court of competent jurisdiction

32. Plant used in the prosecution of the work shall be exempt from taxation while so used.

33. The contract is to comprise the formation and completion of the several works as defined by the specifications and the accompanying plans and drawings. Should any discrepancies appear, or should any misunderstanding arise as to the meaning and import of the said specifications, plans or drawings, or as to the quality or dimensions of the materials, or as to the measurement or quantity or valuation of the works executed under this contract, or deductions therefrom, the same shall be determined by the Commissioners, and their decision shall be final

and binding upon the Contractor; and the Contractor shall execute the work according to such decision, and with such additions to or deductions from the contract as the said Commissioners shall determine.

34. The Contractor shall be bound, at his own expense, to erect and maintain all such barriers, and to keep and maintain such watchmen and lights as the Commissioners from time to time may deem necessary, in order to insure safety to the public; and shall be responsible for all accidents arising by reason of the execution or non-execution of the said works, or by reason of any failure to comply with the requirements of this clause, and shall fully indemnify the Corporation of the City of Toronto in respect thereof.

35. All timber, lumber, stone and other materials used in the works shall be of the best description of its kind, and shall be approved of by the Inspector appointed by the Commissioners, and all rejected material must, upon his order, be at once removed from the ground.

36. All storage grounds for material, plant, etc., and all tools, machinery, labor, and the material itself shall be furnished by the Contractor, and shall be held at his own risk until the work is finally accepted and taken off his hands, and he shall be responsible for all damages, either to the works themselves or to the general public during the progress thereof; and the Corporation of the City of Toronto or its Solicitor may, on recommendation of the City Engineer, with the approval of the said Commissioners settle any claim for damages on account of the works.

37. Should any materials which the Inspector may deem to be inferior and unfit for use in the works be brought on the ground, the same shall be wholly removed therefrom within twenty-four hours after orders have been given by the said Inspector to that effect; and in case of non-compliance with such orders, the said Inspector may cause the said inferior materials to be taken away at the Contractors expense.

38. In the absence of the Contractor from the works, his agent, foreman, or other person in charge for him, shall be considered as acting in his place, and all instructions given to such agent or other persons by the said officer in charge shall be as binding on the Contractor as though given to himself in person.

39. All materials for the said work shall, before being used, be inspected and approved of by the Inspector, and any material disapproved of by him shall not be used in the work.

40. Any notice or other communication which this contract provides may be given or made to the Contractor shall be deemed to be well and sufficiently given or made if the same be served on the Contractor or addressed to him at his domicile or usual place of business, or at the place where the work hereby contracted for is to be, or being carried on, or may be left post-paid at the General Post Office in the the City of Toronto, and any paper so addressed and left post-paid at the said Post Office shall, to all intents and purposes, be considered to be and to have been legally served upon the said Contractor.

41. In case of any action, or suit, or proceedings being brought or taken against the Corporation of the City of Toronto, or the said Commissioners or the officers in charge, or any of their officers or servants in respect of any damage or defects, or any loss, damage or injury by reason thereof, or consequent upon the execution or non-execution of any work contracted for, the Contractor shall fully indemnify them, and each of them, and shall forthwith pay to him or them all costs, charges, damages and expenses which he or they shall or may have been put to, or have incurred in reference thereto, and the said Commissioners and the said Corporation, or its Solicitors, may, if they or either of them shall see fit, compromise any such action, suit or proceedings, or any claim in respect of any such damage as aforesaid, on such terms as they shall see fit, and the Contractor shall thereupon forthwith pay the sum or sums so paid; but if the Contractor forbid such compromise, or if no such compromise is effected, then he shall be made a party to such action, suit or proceedings, and shall in every case pay to him or them such sum or sums as shall fully indemnify him or them, and the said Corporation or the Engineer may deduct the amount of all such damage and costs thereof, including the taxed costs of the said Corporation, out of any money belonging to the said Contractor, and held by the said Corporation.

42. No part of the works shall be altered from that shewn on the drawings, or described in the specifications, nor shall any work in the nature of extra or additional work, or any work not contemplated by the specifications, drawings or plans, be performed without the express written sanction of the Commissioners.

43. Where the word "Contractor" occurs in this specification, it shall be taken to mean either one individual or a firm or Company of two or more, and the word "his" will refer to either one or more persons.

44. The decision of the Commissioners, or any deputy or assistant whom they may specially appoint, shall, on all matters connected with this contract and specifications, be final and conclusive, whether as to the interpretation of the various clauses, the measurements, extra work, quantity, quality, and all other matters and things which may be in dispute.

TORONTO, December 1st, 1891

To the Chairman and Members, Special Committee on Ashbridge's Bay Improvement:

The undersigned do hereby offer to perform the whole of the work, and furnish all materials, labor and plant necessary to complete the works and improvements contemplated in the annexed specification, in accordance with said specifications, and the plans furnished herewith marked "A" and "B" respectively, or such modifications thereof as may be agreed upon and adopted by the Commissioners named in said specifications, upon the terms and conditions, and at and for the prices given below, that is to say:

1. We will construct, complete and maintain for all time to come all the works and improvements shewn upon the plan marked "B," to be made south and west of the 300-foot cut, or ship canal, including all piling, dredging and filling on the south side of said cut, from the east line of Parliament Street to the waters of Lake Ontario, along the shore of Lake Ontario westerly to connect with the works constructed by the Government of Canada, and the piling and filling across the east end of Toronto Bay on the line marked on the said plan "Boundary of City property." And we will also construct the jetties on both sides of the eastern entrance to the said ship canal 300 feet wide, carrying the same out to water twenty feet deep; and also the bridges mentioned in said specifications, for a lease of the land, and land covered with water, comprised in those certain letters patent from Her Majesty to the Corporation of the City of Toronto, bearing date the eighteenth day of May, one thousand eight hundred and eighty, and the 17th day of April, one thousand eight hundred and eighty-two respectively, for a term of forty-five years from the date of the acceptance of this offer. YIELDING AND PAYING therefor yearly, and every year, in advance during the said term, the sum of ten thousand dollars, we to have the right at any time before the expiration of said term, upon giving six months' notice of our intention so to do, or paying six months' rent, to purchase the whole of the said lands and acquire the same in fee, at and for the price or sum of two hundred thousand dollars cash.

2. And we further hereby offer to carry out the works, including piling, dredging, superstructure and earth filling, etc., required on the north side of said 300-foot cut, from Parliament Street easterly to connect with the eastern jetty at entrance to ship canal from Lake Ontario (except the continuation of the Don River Improvement), according to the accompanying plans marked "A" and "B," and the specification forwarded herewith, at and for the following prices, namely:

Piling and superstructure, complete, per lineal foot, $6.50; earth filling and spreading to the distance of 160 feet back from front of piling, per cubic yard, 18 cents, and for each additional 100 feet, or fraction thereof, over 160 feet back from the front of piling, one cent per cubic yard extra.

3. We hereby further offer to construct and complete the Don River Improvement from the 300-foot cut northerly, to connect the same with the work covered by the contract of Messrs. Manning & Macdonald, according to the plans and specifications furnished to them therefor, at and for the prices named in their tender dated 30th November, 1886.

4. Or, we will construct and complete the Don River Improvement northerly to connect with the works covered by the contract of Messrs. Manning & Macdonald, according to the said plans marked "A" and "B," and specifications forwarded herewith, at and for the same prices mentioned above for the works and improvements to be done on the north side of the 300-feet cut.

If the above tender is accepted and the contract awarded to us, we hereby agree to furnish approved sureties in any reasonable amount for the completion of the said work, and to execute the contract and bond therefor when requested by the City Solicitor, and in the event of default or failure on our part in any particular from any cause whatever, the said Corporation shall be at liberty to accept the next lowest, or any tender, or advertise for new tenders. And we hereby agree to pay the said Corporation the difference between the above tender and any greater sum which they may be obliged to pay by reason of such default or failure, including the cost of any advertisement for new tenders, and to pay the City Solicitor the cost of the preparation of such contract and bond, and generally to indemnify and save harmless the said Corporation from all loss and damage, costs, charges and expenses which they may suffer or be put to by reason of any such default or failure.

ROBERT ALEXANDER.
Sussex Avenue, Jersey City Heights, Jersey City, N.J.

L. H. STEVENS.
(per R.A.)
29 Broadway, New York City, N.Y.

COL. ALEXANDER'S ALTERNATIVE TENDER.

TORONTO, December 1st, 1891.

To the Chairman and Members Special Committee on Ashbridge's Bay Improvement:

We, the undersigned, do hereby offer to construct, complete and maintain all the works and improvements shewn on the Plans in the office of the City Engineer, and referred to in the specifications furnished by the Corporation of the City of Toronto relating to the improvement of Ashbridge's Bay hereto annexed, in accordance with said plan, specifications and conditions, upon the following terms and conditions, namely:

We will keep books of account shewing exact cost of the carrying out of the said works, the same to be open at all times to the inspection of the City Engineer and City Auditors. The capital account to be made up half-yearly, and interest to be allowed us at the rate of six per cent. per annum from the date of payment. When the works are completed ten per cent. shall be added to the cost of the work for Contractor's profit. Books of account shall also be open to inspection, as aforesaid, showing all receipts, income, revenue and profit derived from our dealings with the property leased to us during the term of the lease for forty-five years; and credit shall be given every six months for all moneys so received. At the expiration of the lease an account shall be taken, and balance of profit or loss be struck.

1. The City shall take over and pay for all plant then on hand, and make good to us the loss, if any, sustained by us in connection with, or dealings with said leasehold property, the accounts to be taken on the above basis.

2. The City shall guarantee six per cent. interest, payable half-yearly, on the account of the outlay, plus the said ten per cent., and the return of the amount of capital and interest, if any, still remaining unpaid at the expiration of the lease.

3. The City to agree to keep the approaches and entrances to the nine slips on the Toronto Bay or Harbor side open at all times (after the same shall have been constructed) to the depth of the original construction and formation, so that vessels may be able to enter and use them, as proposed by the Plan.

4. The City also to agree with the Harbor Commissioners, the Ontario Government, the Dominion Government, and Dry Dock Company, to hand over, free of charge or cost to us, (1) the 410-foot slip shewn on the plan marked "Harbor Commissioners," (2) the property now held by the Dry Dock Company under lease from the City and John Smith, and, (3) the piling across the east side or end of the Harbor or Toronto Bay.

5. The property owners to give a mortgage upon their property for the repayment of their part of the cost of the work, with interest at six per cent, payable half-yearly, and the principal within ten years.

6. The City and property owners to join us in any applications which it may be found necessary to make to the Ontario and Dominion Governments, and the Parliament of Canada and the Legislature of Ontario, to carry out the contract and agreement.

If the above tender is accepted, and the contract awarded to us, we hereby agree to furnish approved sureties in any reasonable amount for the completion of the said work, and to execute the contract and bond therefor when requested by the City Solicitor, and in the event of default or failure on our part in any particular from any cause whatever, the said Corporation shall be at liberty to accept the next lowest or any tender, or advertise for new tenders. And we hereby agree to pay the said Corporation the difference between the above tender and any greater sum which they may be obliged to pay by reason of such default or failure, including the cost of any advertisement for new tenders, and to pay the City Solicitor the cost of the preparation of such contract and bond, and generally to indemnify and save harmless the said Corporation from all loss and damage, costs, charges and expense which they may suffer or be put to by reason of any such default or failure.

ROBERT ALEXANDER,
Seaman Avenue, Jersey City Heights, Jersey City, N. J.

L. H. STEVENS,
(per R.A.)
29 Broadway, New York City, N.Y.

TENDER No. 1 OF BEAVIS & REDWAY CO.

ALTERNATE SPECIFICATIONS AS PROPOSED BY BEAVIS & REDWAY COMPANY.

1. The work herein referred to shall be commenced after the execution of the lease hereinafter referred to, and within 30 days after a written order has been given by the City Engineer, and is to be finished within 10 years from date of contract and at the rate of one-twentieth the first year and one-ninth of the remaining work thereafter annually.

2. The Company shall furnish all necessary plant, work, labor, materials, service, lands, etc., at his own expense, and shall complete all work in a manner satisfactory to the City Engineer, and free of cost to the City.

3. If the Company is not, in the opinion of the City Engineer, proceeding expeditiously, continuously and in accordance with the terms of the lease and of the plans and specifications, and to the satisfaction of the Engineer and the Council, or so as to insure, in his opinion, the satisfactory completion of the work within the period hereinbefore provided, or shall not have completed the same within the same period, or if the Company shall fail to keep the said works in repair to the satisfaction of the City Engineer and the Council, as provided for in section 63, then, and in any such case, the City Council may on the recommendation of the City Engineer, either before or after the expiration of the time limited for the completion of the said work, if they see fit, after 3 month's notice to the said Company, take the said work, or any specified part thereof, out of the Company's hands and declare the lease to be forfeited, and may, at their option, employ all men and purchase all material necessary to complete the works herein provided for, and may deduct the cost and expenses so incurred from any moneys or securities of the Company, held by way of deposit or otherwise.

NOTE.—If there should be a difference of opinion between the Engineer and Company in the rendering or meaning of Clause 3, then the Company shall have right of arbitration in the matter.

4. The said Company, upon receiving notice that the work has been taken out of their hands as aforesaid, or that the lease has been so declared to be forfeited, shall forthwith give peaceable possession of the said works to the said Corporation and its officers, servants and contractors, and all loss, costs, damages and expenses occasioned by and incidental to the said taking over or forfeiture shall be paid by the Company, or deducted from any moneys or securities of the said Company in the hands of the said Corporation and the plant and machinery then on the ground may, at the option of the City Council, on the recommendation of the City Engineer, remain in possession of the City for such time as may be necessary, at such rentals as the City Engineer may consider fair and reasonable.

5. The work consists of the following principal items, as shown on the plan forming part of the specification:

(*a*) The excavation of a channel 300 feet wide and 15 feet deep below zero by Harbor Master's gauge, extending from the west side of Parliament Street in an easterly direction to about apposite Woodbine Avenue, approximately along the line dividing the City limit from that of the east end property owners, so as to connect Toronto Bay directly with Ashbridge's Bay, and thence by a new channel (at east end of Ashbridge's Bay) with Lake Ontario. The right to open the new Don Channel into the channel above described is hereby reserved to the City, and the Company will at the option of the City, do any dredging piling and filling required to complete the Don Improvement from the north side of the Grand Trunk bridge southward, at prices to be agreed upon with the City Engineer and Council.

(*b*) The deepening and enlarging of the present cut through the beach to a width of not less than 300 feet and a depth of 17 feet below zero, and of a form to be approved of by the Chief Engineer of the Public Works Department of Canada.

(*c*) The construction of a sheet piled breastwork commencing at the eastern end of Toronto Bay, situated parallel to and at a distance eastward of 1,000 feet from the line which now forms the

boundary between the property of the Harbor Commissioners and that of the City of Toronto, and extending from the south side of the said 300 foot channel to an intersection with the southern boundary of the City property (in lake to south of Ashbridge's Bay and Marsh).

(*d*) The building of a series of wharves and jetties (each say 300 feet wide with equal water intervals between) extending in a westerly direction for say 1,000 feet from the frontage described in Section 5(*c*) to the line dividing the City property from that under the jurisdiction of the Harbor Commissioners.

This section of the work to be undertaken only when it is found that additional water frontage to that described in Clause "C" is necessary upon Toronto Bay.

(*e*) The construction of a sheet piled breastwork along the south side of the channel described in Section 5(*a*) to a point opposite McGee Street; thence southerly across Ashbridge's Bay to a point 1,000 feet north of the south line of City limits in Lake Ontario; thence in an easterly direction parallel to and distant 1,000 feet north of the south City limit line before referred to (along the shores of Lake Ontario), to junction with cribwork forming line of proposed channel to the lake, at the extreme easterly end of Ashbridge's Bay.

(*f*) The filling in (by means of dredging) of the area enclosed by the lines of piled breastwork described in Sections 5(*c*), 5(*e*), and the work described in 5(*i*), to a height not less than 6 feet above zero by harbor gauge.

(*g*) The construction of a sheet piled breastwork along the north side of Ashbridge's Bay, and of the proposed 300-foot channel and the filling in of the low area upon the north side thereof —it being understood that this portion of the work will be carried out on the basis that the filling required to make up the lands of the property owners will be paid for by said property owners, whilst the cost of the piling and protection work is to be borne by the Company.

(*h*) The construction of a road allowance, 120 feet in width, along the north side of the channel line, from the line of the east side of the new cut for the River Don to the eastern outlet. (N.B.—It is intended that the cost of filling in this road allowance shall be paid for by owners of the property benefited and the City, in equal proportions, but the cost of paving the same shall be paid for by the private property owners benefited, as a local improvement. The price per cubic yard for filling to be done in making up roadway is to be 10 cents per cubic yard in place, and the quantities are to be ascertained by cross section measurements.)

(*i*) The area upon the south side of Ashbridge's Bay known as the sand bar, and extending from a point about opposite McGee Street to the eastern entrance and westward to the "gap," is to be made 1,000 feet in width and filled to the level of 6 feet above zero, and retained upon the inner side by sheet piled breastwork, as referred to in Section 5(*e*), and protected on the outer side of the lake shore by means of short groynes of such dimensions and at such intervals as may be directed by the City Engineer. The construction of the groynes is to be commenced forthwith, on the order being given for the work to proceed as referred to in Section 1.

6. The work is to be carried on practically in the following order:

(*a*) That portion of the 300-foot channel shall be commenced forthwith after the execution of the lease, and a channel of not less than 100 feet in width by 10 feet in depth (on line of 300-foot channel and being the northerly 100 feet thereof), must be commenced forthwith after the extension of the lease, and must be excavated throughout from Toronto Bay to a point opposite Leslie Street, within fifteen months after the execution of the lease.

(*b*) The dredging of the 300-foot channel from Parliament Street through the marsh and bay to the proposed new eastern entrance and out into the lake must be carried on continuously from the opening of navigation to its close; and the channel for the full width of 300-feet and depth of fifteen feet below zero (as marked at Queen's wharf) must be completed not later than two years after the execution of the lease, and it shall thereafter be kept open by the Company as a navigable channel or stream.

(*c*) Piling and filling will be done contemporaneously so that the above works will be completed by dates above mentioned.

(*d*) The filling of the marsh area shall begin opposite Cherry Street and be continued southward as in Section 5(*h*).

(e) The work on the north shore provided for in Sections 5*(g)* and 5*(h)*, including piling, dredging and filling shall be done so that there may not be any stagnant pools or other nuisance created or left on the lands so to be made up, and the whole of this work is to be completed within four years after the execution of the lease.

(f) The piling from a point in the south side of the channel opposite McGee Street southerly.

(g) The filling of the area enclosed by the line of sheet piling and the present bar is to be commenced not later than May 1st, 1894, when the sheet piling referred to in Section 5*(e)* is also to be commenced.

(h) The eastern entrance shall be commenced not later than April 1st, 1892, and opened for use as soon as the main channel is completed.

(i) A temporary bridge is to be built after the filling of the marsh is so far advanced as to permit of the commercial use of an area of at least 20 acres adjacent thereto, if the Council, on the recommendation of the City Engineer, so directs, and another similar bridge is to be constructed when an equal area for similar purposes has been reclaimed adjacent thereto, if the Council, on the recommendation of the City Engineer, so orders. The permanent bridges referred to in Section 8 to be built after the land so reclaimed is let to tenants.

(7) The marsh area when reclaimed, one square mile more or less is to be devoted to the purpose of commerce. The sand bar portion as described in Section 3 is to be laid out in blocks suitable for residential and park purposes, with street reservations between the blocks. Of these blocks each alternate block shall be reserved for park purposes. In the marsh area when reclaimed there shall be one central reservation for park purposes, to be circular in form, and not to exceed twenty acres in extent. The total park area in the whole district is not to exceed 90 acres. This area so reserved for park purposes shall be under the control of the Company. They shall not be built upon or used for any commercial purposes, or for dwellings, but they shall remain the property of the Company, but for the use of citizens, subject to the By-laws of the Council. Reservations for streets, drives, lanes, alleys and all public communications shall be reserved from the lease to be granted as being the property of the City in perpetuity, and shall be made up by the Company to "formation level" free of cost to the city.

(*a*) The City to have the right to order or permit water and sewage services to be laid on the streets, lanes, etc., in the area embraced within the limits of the lease; and the City or companies so desiring to place such services shall have the right, subject to City By-laws, to connect with the properties adjoining the streets, etc., on which they are laid.

(8) Two permanent swing bridges with the necessary foundations, piers, bridge rests, etc., and approaches, all as shewn on plans, to cost not more than $100,000, are to be constructed opposite Cherry Street and McGee Street respectively, to the approval of the City Engineer, both as to form and execution

(9) The area which will form Ashbridge's Bay when the plan is completed is to be deepened to hard pan, and not less in any case than to fifteen feet below zero.

(10) Trunk sewers now in existence may be extended at the expense of the City, and the work, etc., in connection therewith may be done by the City either by contract or day labor, the City retaining control as to letting of such contracts or works in the ordinary way, or as may be advised by the City Engineer, but the cost of the extension of those which may be constructed hereafter is to be charged as a local improvement on the properties to be assessed for the first cost of the sewer. The City is to have the right to lay a trunk sewer or sewers through the bay and bar portion to the lake without charge, expense or claim of any kind on the part of the Company.

(11) The Company shall, at their own expense, secure the execution by the owners of all properties which may be taken or affected by the works herein provided for, of all deeds and agreements necessary to protect the City against expense, and to secure payment by the said owners of the cost of any works for which they are to pay, and all claims in respect to lands, whether owned by the City Corporation, private parties, corporations or otherwise, taken, affected or to be affected by the cutting of any channel or channels, the filling in of swamp or low-lying lands, or by any other of the works herein provided for, are to be first settled for by the contractor, and the deeds, agreements, etc., evidencing such settlements (including those relating to filling in the road allowance referred to in section 5 (*h*), and the low lands lying to the north thereof), shall be to the satisfaction of the City Solicitor and the City Engineer, and

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shall be approved of by them and the City Council before the execution thereof by the parties affected or interested; and it shall be the duty of the Engineer and Solicitor to see that the form, terms, conditions and considerations therein are reasonable, fair, and such as the City could reasonably carry out should it be desirable on the part of the City in case of forfeiture to complete the work; said deeds, agreements, etc., to be placed in the hands of the City within three months from the date of the final approval of these specifications by the City Council and the Lieutenant-Governor-in-Council and before any work is commenced or any lease executed by the City.

(12) Should the City decide to do any work in connection with sewers, etc., the Company shall not obstruct the carrying out of such work, and shall make no claim for detention or loss occasioned by, or in connection with such work, and all due diligence shall be used in carrying out such works by the City.

(13) The channel through Ashbridge's Bay, from the proposed eastern entrance to the line of D'Arcy Street, is to be properly buoyed out on the south side of same during the season of navigation, until such time as the whole Bay is excavated to a uniform depth of not less than fifteen feet below zero.

(14) To ensure the due fulfilment and proper carrying out of the work, as well as the cost of keeping the same in good repair during the term specified in the contract, the Contractor shall, before commencing the work, deposit with the City twenty-five thousand dollars ($25,000) in cash, this sum to be held by the City as security for the proper carrying out of the works, and until the same and all matters in connection therewith are so far advanced as to permit the Council on the recommendation of the Engineer and City Solicitor to return the whole or any portion of the same, interest on the deposit to be paid to the Company at the rate of five per cent. per annum.

(15) The Company to pay all claims in respect of all land, not City property, necessary for the proper carrying out and ultimate completion of this scheme, and to assume all liability for all expenses, damages or costs that may arise in connection with the work or the carrying out thereof, including all engineering and legal expenses, and to indemnify the City against the same.

DREDGING.

(16) No harbor or other fees or dues for the use of the entrance piers, harbor or channels leading thereto to be charged by the Company against any description of steam or sailing vessels or small craft plying for pleasure or profit upon the waters or channels leading to Ashbridge's Bay, nor shall any license or charge be made against any fishermen or sportsmen using such waters or channels, and tolls shall not be charged on bridges; but the Company and private owners of wharves may charge wharf rates for the use of any wharves constructed therein, subject to the approval of the City Council. Wharves may be constructed in the harbor by the owners of property fronting on the north side thereof in accordance with plans approved by the City Engineer and endorsed by the City Council. The Company will not be allowed to erect any building or buildings on the entrance piers for any purpose whatsoever without the written consent of the City Council on recommendation of the City Engineer.

(17) All streets now existing and extending south of Eastern Avenue are to be prolonged to said road allowance on north side of channel, and the lands necessary for such extensions and prolongations and all filling in connection therewith shall be provided and done at the sole expense of the owners of the property abutting on such prolongations. The plans for such prolongations to be submitted to and approved of by the Engineer and City Council before the work is commenced.

(18) The eastern entrance channel through bar, near Woodbine Avenue, and out into the lake, must be dredged to a depth of 17 feet below zero for the full width of channel and piers, and carried out to such width line and level to deep water in the lake as the City Engineer may direct.

(19) The bottom of the channel must be left, when completed, as smooth as practicable, and to the full depth as before specified.

(20) The Company will have to provide, at their own expense, borrow pits, if required, from which to obtain the amount necessary to complete filling required. Should the Company, however, desire to deepen the Bay to a greater depth than 15 feet they may do so, provided

they do not approach within 75 feet of the toe of any of the piling or crib-work; the City Engineer to determine the depth below 15 feet to which the Contractor may excavate.

PILING.

(21) The channel is to be protected on the south side from Parliament Street to McGee Street, and on the north continued from present piling to eastern entrance pier, by sheet piled breastwork, and the excavation of the channel is to be conducted simultaneously therewith, and all low-lying land situated to the north is to be filled in to a level of at least six feet above zero.

(22) All pilings, etc., both as to material, quality, length, size and driving, must be to the entire satisfaction of the City Engineer, and when, in his opinion, by reason of the nature of the material, bottom or other cause, the piles would not accomplish satisfactorily the object intended, then properly constructed cribs must be used in their place, or some other approved construction adopted, satisfactory to the City Engineer.

(23) In regard to all matters of detail, the City Engineer shall have supervision and power to order such deviations as may, in the interest of the City, be deemed advisable.

(24) The piles shall be cedar, live, sound and straight, and free from all projecting knots, 32-feet long and 8-inches across at the small end. They shall be free from all injurious defects, and shall be inspected by the Engineer or by any Inspector appointed by him, and all defective piles shall be at once removed from the works. Piles shall be flatted on the four sides. The flatted sides shall be cut parallel and carried down as far as 12-inches will go, which must be at least 21-feet. They shall be driven plumb and in good alignment, making a close, tight joint, and shall be driven so that not more than 12-inches need be cut from their top. The top of piles when driving shall be protected by a heavy iron ring to prevent injury to the pile, and when, in the opinion of the Engineer in charge, it is necessary, they shall be shod with an iron shoe, of design provided by the Department, weighing not less than 20 pounds; when this is not necessary, they shall be slightly pointed, the end of pile to be blunt. No pile shall be driven less than ten feet below the bottom level of the channel.

(25) Channel Piles.—All piles injured by driving, or found defective or unsound at the time of driving or afterwards, shall be removed and replaced by sound piles.

(26) Anchor Piles.—Anchor piles shall be driven as shewn with an angle of 15 degrees from the vertical; the length shall be the same as channel piles before specified; shall be secured to channel piles at lower lines of walings either with iron tie rods or by rock elm ties bolted to channel piles. If rock elm is used the ties will be notched and bolted to each pile in the row. Two anchor piles are considered sufficient to hold the piling, but should it be necessary three piles will be driven; the stability of each shall be further secured by land ties, one to each pole laid parallel to the face of the work and bolted to the piles as shewn.

(27) Anchor piles must be fixed and secured before filling at back of channel piles. The Contractor will fill in all open spaces between piles by driving pine sheet piles of the necessary thickness to fill the opening, longtitudinally and transversely.

(28) Walings.—Rock elm waling pieces 12 by 9-inches shall be provided and placed on both sides of piles as shewn on plan, piles to be prepared to receive the walings; no open space will be allowed between the wales and piles; waling to be bolted to piles as shewn. The bolts to be placed 5-feet 6-inches apart and 1-inch in diameter, with solid heads, thread machine cut, and provided with nuts and cast-iron washers. The washers at joining of wales to be 5-inches in diameter. Waling to be scarfed at joinings and joints broken. The lower line of walings may be placed at zero level of the lake, and the upper level face of the upper line of wales shall be square with the head of piles when sawn off at its proper level; and a rock elm cap shall be secured to wales and piles with 1-inch rag bolts, 20-inches long as shewn. Iron rods securing channel piles to anchor piles shall be of a fibrous and tough quality, equal to the best Swedish, and capable of standing a strain of 50,000 pounds per square inch, sectional area. They shall be 1¼-inches in diameter, ends upset, and have full diameter after thread is cut; they shall be threaded at both ends.

(29) Threads in rods and nuts to be machine cut, the rod to fit tightly into nut. All rods and nuts with imperfect threads shall be rejected. The washers to be 6-inch diameter and ¾-inch thick.

(30) All piles shall be marked before driving is commenced.

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FILLING.

(31) The filling on the north side of the channel must be made of the best material to be found in the excavation, and must be deposited in such a manner as will avoid leaving holes for lodgment of water. Due allowance must be made for shrinkage so that the material when consolidated may conform to the lines and grades laid down by the City Engineer.

(32) Mooring posts will be required at intervals of 150 feet along channel and breastwork, when required by the City Engineer: detailed plans for construction of the same will be supplied as the work proceeds.

REMOVAL OF CRIBS.

(33) All old cribs, piling, etc., found in proposed channel, or that may have to be removed to complete channel, must be removed and deposited as the City Engineer may direct; and all claims for damages or compensation for such removal, as well as cost of removal, must be borne by the Company.

(34) The Company will be required, at their own cost, to make provision for outlets for sewers on lines of existing streets terminating at present water front. Plans will be furnished by the City Engineer, and the works to be carried out in conformity therewith.

LAKE PROTECTION.

(35) The Company will be required, at their own cost and expense, to keep in good order and condition the whole of the work (including entrance piers, lake protection, piling, wharves, etc.), and to repair the same to the satisfaction of the City Engineer whenever notified by him in writing that repairs are needed, for and during the term of forty-five years from the date of signing the contract, and leave same in good repair at end of term; and in case the Contractor fails or neglects to make any repairs herein provided for, on written notice from the City Engineer to do so, and within the period and in the manner required thereby, and then in every such case the same may be made by the City at their expense, and the cost thereof may be deducted from their deposit so long as any part of the same is in the hands of the City, or the City may exercise the power of forfeiture under Section 3 of these specifications.

(36) The City reserves the right to charge and collect the cost of street improvements, sewers, drains, pavements and other works erected or laid on the local improvement principle, within the district south of the 300-foot channel.

(37) The City also reserves the right of assessing and collecting taxes, charges, etc., on all reclaimed land, wharves, electrical or other services, etc., on the south of the three-hundred foot channel, as soon as used or leased.

(38) The consideration to be allowed by the City for the proper carrying out of the whole of the works herein specified, their maintenance, repair, etc., is the right to use, rent or lease all the works and reclaimed land south of the 300-foot channel, except streets, lanes, alleys and other public communications, for a term of forty-five years, at a nominal rent of one dollar per annum from the date of the execution of the lease and no longer, but subject to forfeiture as provided in Section 3 hereof.

(39) At the expiration of the forty-five years all tenancies of the various properties in the lands reclaimed shall expire, but shall be renewable for a further period of twenty-one years, if desired by the tenants, and if they shall have given six months previous notice of their intention to renew; and in case of dispute as to the amount of rental, the same shall be settled by arbitration, under the provisions of the Municipal Act and the Acts respecting arbitrations and references. And the amount of said rental shall be calculated without reference to any improvements made by such tenants; but in no case shall the said amount be less than the amount thereof during the preceding term: and thereafter at each successive period of twenty-one years similar renewals shall be given under like conditions; and in case the City desires to determine the tenancy they shall be entitled to do so on payment of the value of the buildings and improvements erected by such tenants, but not including any of the improvements herein provided for, to be likewise settled by arbitration in case of difference.

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(40) Plant used in the prosecution of the works shall be exempt from taxation while so used, if the City has power to do so, and if the City has not such power by legislature to authorize, such exemption shall be applied for by the City.

(41) N.B.—If at any time the Company shall reasonably believe the Engineer's ruling to be incorrect, unwise or malicious, they shall then, upon proper representation to the Council, be allowed arbitration on the matter in dispute, as it is considered injudicious and improper for all concerned that any one man should decide on works so vast and important without restraint or check.

I have the honor to be,

Yours truly,

J. C. BEAVIS,
Manager for the Beavis-Redway Co.

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Alternate Tender of Messrs. Beavis & Redway.

To the Chairman and Committee of Ashbridge's Bay:

GENTLEMEN,—We herewith place before you an alternative tender as advertised for, carrying out the specifications of your late Engineer.

Although some of the clauses are needless and foolish, and the outlet from Coatsworth's cut impracticable and utterly useless for what it is intended, and at the same time we wish to state that if the City authorities do carry out the reclamation on a money basis, it will appear like a breach of faith to the citizens' vote on the 5th of January, 1891. However, we will reclaim Ashbridge's Bay, build jetties, docks and wharves, drive piles, build bridges and roads, in fact carry out the reclamation according to the plan and specifications of the late Engineer (the plan being a copy of our own, with the exception of the eastern outlet and one or two minor details), at a cost of four million one hundred and fifty thousand dollars ($4,150,000), and after arranging with the property owners, will place in the hands of the City $250,000, as surety for the faithful fulfilment of our contract.

We will also carry out the extension of the Don improvements into the channel, at such rates as may be agreed upon between ourselves and the City.

J. C. BEAVIS,
Manager.

TENDER No. 2.

TORONTO, October 31st, 1891.

Edward Hewitt, Esq., and Gentlemen of the Ashbridge's Bay Committee, City Hall, Toronto:

GENTLEMEN,—As the City Council have called for tenders for the reclamation of Ashbridge's Bay, instead of accepting the offer made in that behalf by ourselves on 4th of December, 1889, and as we are still prepared, and willing to carry out the work in accordance with the plans and specifications prepared by us for that purpose, we ask leave to re-submit our offer herewith. This is without prejudice to any rights or privileges that may be found to belong to us under our original offer—the same proposal that we have already had the honor of laying before the Council, the particulars of which are also attached hereto, and which received the assent of the qualified ratepayers at the election on the 5th of January, 1891.

We have also incorporated with this tender all the clauses of the specification approved of by the City Council, which appear to us to be in accord with the proposal which has received the public sanction.

We beg to state further regarding the eastern cut and entrance piers, or in regard to dredging, piling and filling required to complete the Don Improvement, or any other work required by the City or Department of Public Works, or in altering the outlet easterly into the lake, the building of lighthouse or lighthouses, as the Department of Public Works may deem right and proper, that the above works will be constructed by us according to specifications, the City or Government paying for the same, as they and the Company may agree.

We also beg leave to state that after years of work and study, we are satisfied that no better plan can be adopted, and that it should be carried out in its entirety, giving the City and citizens nearly 90 acres of park property, and over three miles of lake front not to be excelled on the continent of America, and producing taxable property in the interest of the City and Ontario generally, for any and every manufacturing purpose required, without costing the City one dollar.

We would also beg leave to refer here to the matter of deposit, the amount of which is of little consequence when taken in consideration with the enterprise, and would suggest to your honorable body, that as we have already been to a great expense arranging matters with the

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property owners, whose property is on the north line of the proposed reclamation, and as we agree at our own cost to get the bonds and deeds requisite and necessary between the City and said property owners, therefore we ask a specified time to accomplish the work of getting the deeds or bonds of indemnity *between the City and all other persons concerned*, and then to place in the hands of the City twenty-five, fifty, or one hundred thousand dollars, as the City authorities shall then agree on. The deposit so placed drawing five per cent. interest until returned, which shall be on terms agreed on between the City and the Company.

We would also (with due respect to the Council) refer to a statement made by Alderman Hall, we believe, to the effect that if the lease was granted, nothing could be done this winter. Now, for the worthy Alderman's edification, we will point out some little work and business that *could* and *ought to be* done this winter.

1st.—Offices, tool houses, blacksmith's and repair shops, could be fitted at once.

2nd.—There are two dredges to be built (plans of which are already drawn) adapted expressly for this work, and to be ready for operation on or before the 1st of May, 1892, costing nearly $50,000, one to be placed at the east, the other at the west end. These dredges will *not stop work* after once starting, except for repairs or on Sundays, and it may be nights, *for a few weeks*, but it is the intention of this Company (as soon as practicable) to run the dredges *night and day* until the main channel is completed. They will be built *this winter you see.*

3rd.—There are piledrivers, scows and platforms to build, piledrivers which will work on land, or a scow, or if it froze solid, will drive on the ice, and piles can be driven on Ashbridge's Bay on the ice with more economy than in any other way, that is, in winter.

4th.—Upwards of 30,000,000 feet of timber for piling and other usages can be procured at the stump, and placed from there on the works cheaper and in better shape in the winter than any other time of the year.

A word in regard to the outlet at Coatsworth's Cut. We have 2 plans drawn, either one of which, if carried out will make one of the finest entrances from the lake into the channel, and have no doubt, when seen, will be adopted by the authorities.

J. C. BEAVIS.
For the Beavis & Redway Co.